

A REQUEST FOR PROPOSAL FOR PERSONAL SERVICES CONTRACT

Department of Highways Professional Services Procurement Bulletin 2014-08A Electronic Plan Room

This document constitutes a Request for Qualifications and a Request for Proposals for Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, Department of Highways.

I. PROJECT INFORMATION

Project Manager – Bill Greene

User Division – Highway Design / Construction Procurement

II. PROJECT DESCRIPTION

1. Kentucky Transportation Cabinet (KYTC) intends to award a contract for the purchase of an electronic web-based plans room with reproduction and distribution services of plan sheets for the KYTC Division of Highway Design (The Agency). The Vendor's hosted electronic web-based plans room system shall provide a mechanism where KYTC client's can go online to view, download, and order printed copies of plan sheets and other information pertaining to KYTC construction projects. The service is a vital part of the Agency mission. The successful bidder will provide prompt order fulfillment in a professional manner, assigning top priority to the Agency's business.
2. KYTC is responsible for awarding competitively bid contracts for work performed on transportation facilities throughout the state. This work primarily consists of plan set(s) for new or modifications to existing highways. The purpose of this RFQ/RFP is to make these plan set(s) available through an Internet based electronic plan room.

KYTC Division of Highway Design, estimates the following, on average, for projects let containing plan sets over a 3 year period:

- a. 161 plan sheets per project
- b. 18 Plan holders per project
- c. 158 Plan holders per month
- d. 6 addenda packages per month
- e. 9 Projects per month
- f. 11,109 – 11" x 18" (half size) plus 18,382 22" x 36" (full size) copies of plan sheets per month
- g. 117,764 sqft of plan sheets per month.

As a result of this RFB, the proposed electronic web based plans room system will allow Vendors the ability to view, download, and order printed copies of plan sheets for transportation projects through the awarded Vendor's Internet website. The electronic plans

room website will be the single method for contractors to have access to these plans.

3. The Agency will provide the Vendor with .pdf files of the plan set(s) for posting in the electronic web based plans room.
4. The Vendor shall provide the option to clients of receiving plans on CD/DVD's.
5. The Vendor shall also provide the option to clients of downloading all electronic plan set data, including all images, supplemental files, contract plan set files, and PDF plan set files.
6. The Vendor will also provide and maintain an internet web site for the online ordering of plans and related functions.
7. The resulting Contract will be for one-year, having up to four additional one-year renewal options, contingent on the approval of both parties. No more than one price revision per contract period will be allowed, subject to approval of both parties.
8. No guarantee of any quantity of work is made. Any quantities appearing in this solicitation are only estimates. Quantity of work is dependent on client demand and will vary with the nature of project and prevailing conditions.
9. The Agency realizes this is a process in development and reserves the right to make adjustments to this contract as necessary with the agreement of the awarded Vendor.

III. DBE REQUIREMENT

None

IV. SCOPE OF WORK

1. The Vendor will accept orders from clients for plans to be provided in hard-copy or compact disk (CD/DVD) format, via a secure e-commerce website, by telephone order, by walk-in, or other normal means of business communication. The Vendor will allow the client to download all plan documents individually and in a compressed file format. The compressed file format shall be decompressable by all standard Windows based computers. Client orders will immediately be displayed on the website as a "pending" order. This secure e-commerce website must meet or exceed the specifications contained in this document.
2. The Vendor shall operate multiple sites within the state of Kentucky and shall be required to maintain normal working hours of at least 8:00 AM to 5:00 PM EST, Monday through Friday, excluding Commonwealth of KY approved Holidays.
3. KYTC clients must have the ability to place a plan sheet order by phone. The Vendor must have phone accessibility for the placement of orders from 8:00 AM to 5:00 PM EST, Monday through Friday, excluding Commonwealth of KY approved holidays.
4. The Vendor will ship or have available for pick-up requested plan packages to Clients as efficiently and expeditiously as possible, but no later than the next business day from the time the order is placed for credit card or house account payments or from the time payment is received for cash or check payments.

5. The Vendor must provide a secure transfer method to bulk upload KYTC electronic plan set data, including all images, supplemental files, contract plan set files, and PDF plan set files. The Vendor is responsible for any post-processing of the files to post them on the plans room website.
6. Addenda to plan sets will be transmitted to the Vendor by KYTC in the most efficient, expedient method possible (E-mail, FTP, direct delivery, pick-up, mail or parcel delivery, etc.).
7. As KYTC project plan sheets are revised or otherwise supplemented via an addenda package, the Vendor must update the electronic plans room with the revised plan sheet(s) that includes a mechanism to alert and notify registered (plan holder) clients via email that a modification to the plan sheets has been posted to the electronic plans room. The Vendor's notification email must provide the clients with a website link to access the updated plan sheets.
8. The Vendor must assure availability of the most current set of plan sheets. This should include a log of revisions and the ability for clients to view online and to compare the current set of plan sheet(s) to all revisions and older sets.
9. The Vendor is responsible for collecting the applicable plan package charges from each client. Any client default on payment will be the responsibility of the Vendor. Shipping method and payment, when shipping is required, is a transaction between the Vendor and clients to meet necessary bidding deadlines. The Division of Highway Design will not be responsible for any shipping, delivery, or pick-up charges.
10. If a client so chooses, express shipping will be made available at the client's expense for any additional actual costs incurred.
11. The Vendor must accept cash, check, "house accounts", and credit card (VISA, MasterCard, American Express, Discover, etc.) The Vendor's website must accept secure on-line payment via credit card. Shipping time on cash or check orders will be within 24 hours of receipt of payment.
12. The Vendor must be prepared to accommodate "walk-in" business for clients who may wish to visit the Vendor's place of business and purchase a plan set during that visit, or pick-up orders that were placed by telephone or through the web site.
13. The Vendor shall at no charge, for each construction project, provide eight (8) half-size plan sets and three (3) full-size plan sets on bond paper along with three (3) CDs containing images, supplemental files, contract plan set files, and PDF plan set files. This quantity may vary from time to time. The copies will be furnished to the Agency within three (3) days of contract award for each project. It is expected that the Vendor shall provide for the cost of providing these extra "free" drawings and CD's to be absorbed in the general pricing structure. The drawing requirement shall also be applicable to any addenda drawings.

V. HARD COPY REPRODUCTION STANDARDS

1. Hard copy reproductions of plans/tracings will be by digital scan and print method on bond paper.
2. No Diazo or blue line printing will be allowed.
3. The paper for reproduction of plans/tracings shall be a minimum 20-lb weight standard engineering bond.
4. Vendor must have or put in place a recycled paper or "Green" program.

VI. DIGITAL ELECTRONIC/COMPACT DISC FORMAT

Each project CD/DVD will have a label for that project. Information listed on the label will include:

Project Name & Number
"Kentucky Transportation Cabinet"
"Division of Highway Design"
Buyer's name and contact information
Project graphics (optional)

At the request of the Agency, the Vendor shall provide digital download capability to all clients on all projects.

VII. WEB SITE BASED ORDERING AND RELATED REQUIREMENTS

1. The Vendor will provide an interactive Internet web-site with a dedicated link upon which all Division of Contract Procurement projects with plan sets will be listed. This website will be for exclusive advertisement of the Agency and must match the look and feel of KYTC's website. This customized website must use the KYTC branded banner. This website shall require a customer log in, which enables the Agency to track viewings of the project by customers. It is expected that at the end of the contract this website will be surrendered to the Agency free of charge.
2. The electronic plans room website must not contain any third-party advertisements, notices, or any other third-party content (unless such content is part of a bid submission by a KYTC Vendor).
3. The Vendor must provide a system that supports an electronic plans room 24 hours per day, 7 days per week.
 - a. The Vendor's website main page must be active, with the appropriate messages, while system maintenance is being done.
4. The Vendor should provide a search function, to include indexing, by which viewers can search for plan sheets.
5. The Vendor shall provide thumbnail views of individual plans sheets in the electronic plans room to allow clients to better understand the content of the plan sheet.

6. The Vendor must provide an electronic plans room system which is generally available; i.e. not in beta or test; and currently in production and in use by a client(s) as proposed. Prototypes or items in test production and not formally announced for market availability shall not be accepted. New system development of system components shall be considered unacceptable.
7. The electronic plans room website should not have design solutions that require downloads of additional client software or plug-ins. However, if additional software or plug-ins are necessary in order to access or view documents or plan sheets, then such software/plugin must be provided **at no cost** to the agency, online visitor, or clients.
8. The Vendor must provide to KYTC a written disaster recovery plan. The disaster recovery plan should include:
 - a. Daily backup procedures for the system and data
 - b. High availability failover procedures
 - c. Detailed procedure scripts that allow for system recovery to its previous state
9. The Vendor must have the ability to provide 100% server redundancy. The Vendor must have separate systems on separate hardware to meet this redundancy requirement. The Vendor's primary and/or redundant plan sheets distribution systems must have, at a minimum, an individual reliability rate of 95%.
10. The Vendor's redundant system must be synchronized so that a fail-over process can be executed with minimal interruption.
11. Each of the Vendor's servers must be connected to an adequate backup power source, either battery or preferably fueled.
12. The Vendor must have a mechanism to substantially ensure system reliability so that KYTC's information/data is protected and stored so as to substantially prevent such information/data from being deleted and/or lost due to system failure(s).
13. The Vendor should maintain backup servers and backups of KYTC's data so that once a disruption of service is experienced the Vendor is able to provide redundancy requirements again within 24 hours.
14. The Vendor shall operate and maintain the servers in good working order with access restricted to qualified employees of the Vendor and persons specifically designated by KYTC. The Vendor shall undertake and perform the measures described herein to ensure the security, confidentiality and integrity of all State of Kentucky and KYTC content and other proprietary information transmitted through or stored on the server, including, without limitation: (i) firewall protection; (ii) maintenance of independent archival and backup copies of the system and all KYTC content; and (iii) protection from network attacks and other malicious, harmful, or disabling data, work, code or program. The level of protection from network attacks and other malicious codes/programs must be secure enough for known virus protection and must be updated periodically (at a minimum monthly) to protect from new attacks and virus codes.
15. The Vendor shall provide seven (7) days advance notice to KYTC in the event of any scheduled downtime when such scheduled downtime is known well in advance to give such notice (such as for scheduled routine maintenance of the system, etc). The Vendor shall

use its best efforts to minimize any disruption, inaccessibility and/or inoperability of the services in connection with downtime, whether scheduled or not. All known potential system problems must be investigated immediately and if needed the corrective action shall occur as soon as possible.

16. Routine system maintenance schedule and specific notifications must be posted on the Vendor's web page. Such routine maintenance must not happen on the three (3) days prior to and including the day of KYTC bid opening dates. KYTC will notify the Vendor at least thirty (30) days in advance of when the scheduled bid opening dates will be excepting there from emergency bid letting situations (i.e., such as disasters, terrorism attacks, Acts of God, etc).
17. Any routine scheduled maintenance must be performed outside the hours of 8:00 a.m. and 5:00 p.m.
18. The Vendor must provide to KYTC a contact phone number which KYTC can use to report technical site problems. This phone, if not a direct contact line to the Vendor support structure, must provide 30-minute call back by Vendor personnel.
19. The Vendor shall be responsive and timely to maintenance/technical support calls/inquiries made by KYTC.
 - a. KYTC shall limit the number of employees authorized to call the help desk. The list of authorized KYTC personnel to call the help desk will be provided to the Vendor after contract award.
20. The Vendor must provide technical/help desk support Monday through Friday, at least eight hours per day, excluding state holidays. It is highly desirable that the technical support coverage be provided between the hours of 7:00 a.m. and 6:00 p.m. EST.
21. The help desk/technical support personnel should be knowledgeable and technically trained to answer/resolve system technical support problems. The help desk staff should be able to answer "how to" type questions about the system as well as questions about hardware and internet setting configurations.
22. It is highly desirable that the Vendor provide electronic support. Electronic support includes the ability to report problems to the Vendor on-line, the ability to browse a database containing problems, technical questions, and the ability to fix problems electronically.
23. The Vendor web-site will provide introductory information for each project as follows (at a minimum):
 - Call Number*
 - Contract ID Number*
 - County*
 - Project Description*
 - Letting Date*
 - Plan Package Format (hard copy, CD/DVD)*
24. Further, for each advertised project, an on-line "Planholder Listing" of all clients requesting each package will be provided. Client data will be updated immediately upon placement of an order. After award of contract and for future reference, the Vendor will maintain and

provide this listing to the Division of Highway Design on an as-needed basis. Each listing will contain the following information for each client (at a minimum):

Client Name
Client Discipline (General/Primer, Subcontractor (Trade), Supplier, etc.)
Client Address
Contract Name
Telephone/Fax Numbers
E-Mail Address
Date/Time bid package shipped

25. The Vendor web site shall provide a secure e-commerce environment for the ordering of and payment for plan-packages.
26. The Vendor will post on-line, per project, a complete set of scanned images of the plans/tracings. The web-site software for this public viewing plan room must allow prospective clients to be able to navigate plan documents but not allow printing from the web-site. Viewing must be **at no cost** to the individuals viewing plan sheets.
27. The Vendor will post online, per project, all electronic data files to the client for download purposes, at no cost to the client. The electronic data files shall include, but no be limited to all images, supplemental files, contract plan set files, and PDF plan set files.
28. The Vendor shall maintain a “master” database of all previous and current clients of State projects and shall mass email notification to all registered clients of new projects. The Division of Highway Design will have on-line access to this database.

VIII. INVOICING AND ACCOUNTABILITY OF ACTIVITY

The Vendor will provide the Division of Highway Design with a per project accounting of all activity. The Vendor shall not invoice until a project is “closed out”, meaning the Agency has notified the Vendor that a contract has been awarded or a contract will not be awarded. The Vendor shall only submit one invoice per project. The invoice shall match line for line, the awarded master agreement. This accounting will detail activity to include:

Call Number
Contract ID Number
Project Item Number
Client Names (for each project)
Client Addresses
Contact Names
Telephone/Fax Numbers
E-Mail Addresses
Price per option approved by the Division of Highway Design Administration
Price/option chosen by each client
Total dollar amount of monthly activity

IX. PRICING STRUCTURE

1. Based upon the prices submitted by the successful Vendor for each line item in this Solicitation and incorporated in the resulting contract, the Agency will determine the selling price, for each option, hard copy bid-package, and electronic format CD bid.
2. The Agency will notify the Vendor of the selling price prior to the project being advertised on the Kentucky Transportation Cabinets Division of Construction Procurement website or posted on the Vendor website. This selling price will be the bid package price, per format option, that the Vendor will charge bidders for that specific package. Kentucky Sales/Use Tax will be included in the selling price.
3. Appropriate and timely filing and reporting of sales tax will be the responsibility of the Vendor.
4. For any actual costs exceeding the monthly per package selling price (revenues) collected from the bidders, the Vendor will issue an invoice to the Agency detailing, per project, the applicable charges.
5. For revenues exceeding actual costs, the Vendor will maintain a credit account for that amount or issue a check made payable to the Kentucky State Treasurer.
6. The Agency reserves the right to review and audit all Vendor records related to this contract.

X. RESPONSE INSTRUCTIONS

Instructions for Response to Announcement can be found at:

<http://transportation.ky.gov/Professional-Services/Pages/Respond-to-an-Announcement.aspx>

For the initial submittal, the guidelines in the hyperlink above for responding should be used as modified below:

Page 1: Basic Project Information

No changes

Page 2 (A-B): Project Service and Staff Summary

No prequalification categories need to be met in order to submit the initial proposal for this project.

This section should list the key employees and sub-consultants intended to perform the work, including office locations. This section may also be used to list available equipment necessary for providing these services.

Page 3: Project Team Organizational Chart

This section is not required for the initial submittal. No information on the project team's organization will be necessary until the second submittal upon acceptance of the Vendor's qualifications.

Page 4 (A-J): Relative Experience of Key Project Team Members

Résumés of staff with experience in Electronic Plan Room.

Up to 10 pages allowed for resumes.

Page 5 (A-B): Available Team Workload Capacity

This section is not required for the initial submittal. No information on the team's workload capacity will be necessary until the second submittal upon acceptance of the Vendor's qualifications.

In the second submittal, Vendors may use this section to discuss the Vendors overall capacity

to meet Agency deadlines.

Page 6 (A-E): Relative Experience of Proposed Team

This section is required for the initial submittal.

Vendors may use the 5 pages in this section to demonstrate the Vendors experience in providing similar services.

Page 7 (A-C): Project Approach

This section is not required for the initial submittal.

Based on the information provided in the first submittal, the committee will decide which of the responding Vendors will be considered “qualified” to complete the project. There will be no maximum number of Vendors qualified. All Vendors whose qualifications are approved by the committee will be allowed to submit the second response to announcement proposal. The Vendors will not be ranked or evaluated based on the initial submittal. The first submittal will only be used to determine which Vendors are qualified to perform the project work.

Once a Vendor has been approved for this project, a second response to announcement proposal will be prepared and submitted. At that time, the same committee will select one (1) Vendor to be awarded this project, based on the “Evaluation Factors” and points described in the Procurement Bulletin. It will be required that all seven sections/pages of the response be completed and submitted according to the “Instructions for Response to Announcement”. It is assumed that the same information that was included in the first submittal will be re-submitted in the second response to announcement proposal.

Before KYTC can enter into a contract, the selected Vendor will be required to provide proof of professional liability insurance and other requirements necessary to execute a contract with KYTC.

XI. INTERVIEW

The selection committee will short list three (3) Vendors who submit a responsive proposal to participate in an oral interview. The oral interview will last no more than 60 minutes. Each Vendor will be allowed a 15 - 30 minute presentation followed by 30 - 45 minute question and answer session. The presentation shall not be used to fill in missing or incomplete information in the written proposal. KYTC will ask the Vendors specific questions relative to their proposal. Follow-up questions from KYTC will be permitted. The oral interview will not be scored separately. The interview is used solely for KYTC to seek clarification of the Vendor’s proposal. Vendors will not be permitted to ask questions of KYTC.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter. Request for accommodations must be made one week in advance of the meeting, to allow time to arrange the accommodation.

Members of the KYTC’s Selection Committee will attend each oral interview. Additional subject matter experts may also attend the interviews. Elected officials will not be permitted to attend. The KYTC may elect to conduct all interviews on two (2) consecutive days as necessary. KYTC will terminate the interview promptly at the end of the allocated time.

KYTC may audio tape, videotape and/or use a court reporter to document the oral interviews. All interviews will be held at the Kentucky Transportation Building at 200 Mero Street, Frankfort, Kentucky.

XII. PREQUALIFICATION REQUIREMENTS

To respond to this project (initial submittal) the project team is not required to be prequalified.

XIII. PROCUREMENT SCHEDULE

Dates other than Response Date are tentative and provided for information only.

- Initial Qualifications Filing Due • Wednesday, March 26th, 2014 4:30 p.m. E.S.T.
- Initial Selection Committee Meeting • March 28th, 2014
- Selection Committee Meeting to Determine Qualified Vendors • April 2nd, 2014
- Qualified Vendors' Pre-Proposal Conference • April 4th, 2014
- Qualified Vendors' Proposals Due • April 16th, 2014
- Second Selection Meeting (if needed for interviews) • April 23rd, 2014
- Third Selection Meeting (if needed for final selection) • April 25th, 2014
- Contract Scoping Conference • April 30th, 2014
- Notice to Proceed • May 30th, 2014

XIV. EVALUATION FACTORS

1. Relative experience of Vendor personnel assigned to project team with large format printing (10 points)
2. Relative experience of Vendor personnel assigned to project team with web design and maintenance (10 points)
3. Capacity to comply with Agencies deadlines. (10 points)
4. Past record of performance on services of similar type and complexity. (5 points)
5. Vendor's approach and proposed procedures to accomplish the services (10 points)
6. Vendor's offices where work is to be performed. (2 points)

For state-funded projects, if a Selection Committee vote results in a tie between two (2) Vendors, one (1) of which will perform more of the work tasks in Kentucky than the other, then the former Vendor shall be ranked one (1) place ahead of the latter.

XV. SELECTION COMMITTEE MEMBERS

1. Bill Gulick, PE, User Division
2. Diana Radcliffe, PE, User Division
3. Sam Hale, PE, Secretary's Pool
4. Brad Eldridge, PE, Secretary's Pool
5. David Eaton, Governor's Pool